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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

July 9, 2001

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 Twelfth Street, SW; TW-A325
Washington, D.C. 20554

Re: In the Matter of Applications for Consent to the Transfer of Control of Licenses
and Section 214 Authorization from Ameritech Corporation, Transferor, to SBC
Communications, Inc. Transferee. (CC Docket No. 98-141)

Dear Ms. Salas:

In accordance with Paragraph 4 of Attachment A to the SBC/Ameritech Merger
Conditions SBC notifies the Chief of the Common Carrier Bureau, in the attached letter,
of changes to the Carrier-to-Carrier Performance Plan.

Sincerely,

A handwritten signature in cursive script, appearing to read "Al Syeles".

Albert M. Syeles, CMA

CC: Mark Stone

Attachments

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July 9, 2001

Ms. Dorothy Attwood
Chief of the Common Carrier Bureau
Federal Communications Commission
445 Twelfth Street, SW; Room 5-C450
Washington, D.C. 20554

Dear Ms. Attwood:

In May 2001 the Public Utility Commission of Texas issued Order No. 33 which required Southwestern Bell (SWBT) to file a revised performance plan and version 2.0 of the Texas Performance Measurements (PMs) in June. In conjunction with the semi-annual review, which is required by Paragraph 4 of Attachment A to the SBC/Ameritech Merger Conditions, drafts of the 2.0 changes, as they effect the FCC Merger Condition PMs, were provided to FCC Staff in June. The semi-annual review was held on June 27, 2001.

SBC requests your approval to incorporate these changes in the remaining SWBT states for purposes of reporting performance measurement results under the Merger Conditions, beginning with July 1, 2001 activity. For ease of reference, all changes to the Merger Condition business rules are highlighted in the attached document.

If you or your staff wishes to discuss these changes, please do not hesitate to contact me at 202-326-8828.

Sincerely,

A handwritten signature in dark ink, appearing to read "Al Syeles", is written over a faint, circular, dotted-line stamp.

CC: Mark Stone

Attachment

ATTACHMENT A

CARRIER-TO-CARRIER PERFORMANCE PLAN

1. SBC/Ameritech shall provide the Commission with performance measurement results,¹ on a monthly basis in an Excel spreadsheet format, demonstrating SBC/Ameritech's monthly performance provided to the aggregate of all CLECs in the SBC/Ameritech Service Area within each of the 13 SBC/Ameritech States, as compared to SBC/Ameritech's retail performance (where applicable) or as compared to a benchmark. SBC/Ameritech shall also provide the Commission, state commissions in the SBC/Ameritech States, and CLECs with access to SBC/Ameritech's Internet website, where these parties can obtain performance measurement results demonstrating SBC/Ameritech's monthly performance provided to the aggregate of all CLECs, as compared to SBC/Ameritech's retail performance (where applicable). SBC/Ameritech shall also provide the CLECs with access to SBC/Ameritech's Internet website where a CLEC can obtain performance measurement results demonstrating SBC/Ameritech's monthly performance provided to that same CLEC on an individual basis. All such CLEC-specific data shall be made available, subject to protective agreements, to the Commission on SBC/Ameritech's Internet website, and will be made available for review, subject to protective agreements, by state commissions in the SBC/Ameritech States.

2. SBC/Ameritech's implementation of the Plan does not limit either the Commission's or the states' authority regarding performance monitoring, in the context of applications for in-region, interLATA relief under 47 U.S.C. § 271 or otherwise.²

3. The performance measurements, benchmarks, and statistical methods utilized in the Plan were based upon those developed in the Texas and California collaborative processes involving SBC/Ameritech's applications for in-region interLATA relief. The performance measurement business rules in Attachment A-2a differ from those approved by the Texas state commission in the following respects:³

- a. The Plan requires payments to be made to the U.S. Treasury on Measurements #4d, 7, and 13b at the Low level, while in the Texas plan no payments to the Texas State Treasury are made on these measurements;

¹ The Commission understands that these "performance measurement results" shall consist of data collected according to the 20 performance measurements discussed in this Attachment, and listed in Attachments A-1a and A-1b.

² The Commission notes that SBC/Ameritech's Plan constitutes the Applicants' voluntary proposal for monitoring and remedying the specific potential public interest harms identified in the merger. In contrast, performance programs being developed by state commissions, particularly in the context of section 271 proceedings, serve a different purpose and may be designed to cover more aspects of local competition in order to prevent backsliding on requirements enumerated in section 271. See Order, Section VII.B. (Adopted Conditions).

³ The fact that these modifications were made should not be interpreted as reflecting the Commission's preference for these modifications over the business rules approved by the Public Utility Commission of Texas.

- b. The benchmark for Measurement #1 in the Plan does not require the average of the remainder to be within 20% of the benchmark;
- c. Measurement #16 in the Plan includes additional disaggregation for LNP and LNP with loop;

The performance measurement business rules in Attachment A-2b are those approved by the California state commission.

4. SBC/Ameritech and the Chief of the Common Carrier Bureau shall jointly review the 20 measurements on a semi-annual basis, to determine whether measurements should be added, deleted, or modified. SBC/Ameritech shall provide the Chief of the Common Carrier Bureau with notice of any changes to the design or calculation of these measurements adopted by the Texas or California state commissions. SBC/Ameritech shall incorporate such changes into the Plan in Texas and California, unless directed not to do so by the Chief of the Common Carrier Bureau within 5 days of receiving notice of such changes. The Chief of the Common Carrier Bureau shall, at the next semi-annual review, determine whether and when SBC/Ameritech shall implement such changes adopted by the Texas state commission in the remaining SBC/Ameritech States except for California and Nevada, and whether and when SBC/Ameritech shall implement such changes adopted by the California state commission in Nevada.

Performance Measurements

5. In each SBC/Ameritech State, the Plan shall consist of 20 measurements of performance that may have a direct and immediate impact upon a CLEC's end user customer.⁴ The 20 performance measurements are designed to demonstrate whether SBC/Ameritech is providing parity or benchmark performance in its Service Areas to each CLEC. Attachments A-1a and A-1b provide a list of the 20 performance measurements, and Attachments A-2a and A-2b provide a description of the definitions, exclusions, business rules, levels of disaggregation, calculation, and reporting structure for each of the 20 performance measurements.

6. Where SBC/Ameritech provides a CLEC with a service that has a retail analog, the performance SBC/Ameritech provides to its own retail operations within a state shall be compared with the performance SBC/Ameritech provides to the CLEC within the same state to determine if parity exists. Where SBC/Ameritech provides a CLEC a service for which there is no retail analog, the performance SBC/Ameritech provides to the CLEC within a state shall be compared with a benchmark.

7. Generally accepted statistical analyses – i.e., modified Z-tests and a critical Z-value – shall be utilized to determine whether SBC/Ameritech is in parity or has met the benchmark. Attachment A-3 provides a description of how these statistical analyses shall be used.

⁴ The Commission reiterates that SBC/Ameritech's selection of these 20 measurements for the purposes of this merger-related Plan has no necessary bearing on the appropriate scope of a performance assurance plan designed in the section 271 context.

Voluntary Payments

8. The Plan shall also consist of voluntary payments to the U.S. Treasury, with monthly and annual caps for the SBC/Ameritech Service Area (allocated on a per state basis). The 20 performance measurements are categorized as being in either the High, Medium, or Low payment level. Attachments A-5a and A-5b provide a list of the 20 performance measurements and the payment level that applies each year. Attachment A-4 provides a table of the voluntary payments, setting forth the per occurrence and per measurement payments at the High, Medium, and Low levels, and the caps for those measurements where voluntary payments are made on a per occurrence basis with a cap. Attachment A-6 provides the per state monthly and annual caps that apply each year. The obligation to make these voluntary payments in all SBC/Ameritech States except Connecticut attaches 270 days after the Merger Closing Date. The obligation to make these voluntary payments in Connecticut attaches 15 months after the Merger Closing Date.

9. SBC/Ameritech shall make voluntary payments to the U.S. Treasury if SBC/Ameritech fails to provide parity or benchmark performance to the aggregate of all CLECs operating in the SBC/Ameritech Service Area in an SBC/Ameritech State on any measurement⁵ for either (1) 3 consecutive months, or (2) 6 months or more in a calendar year, as determined by use of the modified Z-tests and a critical Z-value. Voluntary payments for each SBC/Ameritech State shall be made on a per occurrence or per occurrence with a cap basis for measurements listed in Schedule A and on a per measurement basis for measurements in Schedule B of Attachments A-1a and A-1b, applying the statistical analyses and the calculations described in Attachment A-3, the payment level for the measurements in Attachments A-5a and A-5b, and the per-occurrence and per-measurement voluntary payment amounts set forth in Attachment A-4. The voluntary payments shall be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC/Ameritech has failed to provide parity or benchmark performance for 3 consecutive months.⁶ If SBC/Ameritech fails to provide parity or benchmark performance in an SBC/Ameritech State for 6 or more months in a calendar year, the voluntary

⁵ The Commission understands that the word “measurement” in this context does not refer to the 20 measurements listed in Attachment A-1a and A-1b, but instead refers to each disaggregated sub-measurement into which the 20 performance measurements are divided. Accordingly, the Commission understands that this Plan will not merely aggregate the various sub-measurements and levels of disaggregation into one score for each of the 20 performance measurements, and then assess whether a voluntary payment is due. Instead, the Commission understands that SBC/Ameritech shall make a voluntary payment as required for any disaggregated sub-measurement. For example, the Commission understands that the number of repeat trouble reports for residential POTS service within a state would represent a distinct disaggregated sub-measurement, and that payment would be due if SBC/Ameritech’s performance under this disaggregated sub-measurement is below par for three consecutive months.

⁶ The Commission understands that SBC/Ameritech would make a voluntary payment in the event it fails to provide parity or benchmark performance for three consecutive months, and another payment if the failure continues for a fourth consecutive month, and so on. In each case, the payment would be calculated according to the rolling average of occurrences for the last three consecutive out-of-parity months. For example, if SBC/Ameritech is out-of-parity on a measurement for January, February and March, it would make a payment based on the January-February-March average; if it is also out-of-parity for the same measurement in April, it would make another payment, based on the February-March-April average.

payments shall be calculated as if all such months were missed consecutively.⁷

10. In order to ensure that CLECs which order low volumes of certain resold local services and UNEs and that CLECs operating in emerging markets receive parity and benchmark performance, SBC/Ameritech shall increase the voluntary payments calculated in accordance with Paragraph 9 above for measurements 4a-c and 5-13 (“qualifying measurements”) and for sub-measurements involving UNE combinations, resold ISDN, ISDN UNE loop and port, BRI loop with test access (i.e., ISDN), and DSL loops within the qualifying measurements where applicable (“qualifying sub-measurements”).⁸ For these 25 qualifying measurements and 36 qualifying sub-measurements, the voluntary payments calculated using the 3 month rolling average described in Paragraph 9 above shall be multiplied by a factor of 3 under the following circumstances and pursuant to the following methodology. The provisions of this Paragraph 10 only apply in the event that a voluntary payment is owed for a qualifying measurement or qualifying sub-measurement per the provisions of Paragraph 9 (i.e., this Paragraph only applies in the event that SBC/Ameritech has failed to provide parity or benchmark performance on a qualifying measurement or qualifying sub-measurement for 3 consecutive months or in 6 or more months in a calendar year.)

a. Qualifying Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average for the qualifying measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph, but the provisions of Subparagraph (b) may apply. If, for the 3 months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average for the qualifying measurement, then (1) SBC/Ameritech shall calculate the voluntary payments to the U.S. Treasury for that qualifying measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying measurement, and (2) the provisions of Subparagraph (b) shall not apply with respect to any qualifying sub-measurements within the qualifying measurement.

b. Qualifying Sub-Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average for the qualifying sub-measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph. If, for the 3 months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average for the qualifying sub-

⁷ By assessing the payments “as if all such months were missed consecutively,” the Commission understands that four payments would be made in a year where a measure is out-of-parity for six months (and five payments in a year where a measure is out-of-parity for seven months, and so on).

⁸ The Commission recognizes that the use of the terms “qualifying measurement” and “qualifying sub-measurement” may generate some confusion (in particular, because the terms “measurement” and “sub-measurement” are not used consistently, *see supra* note 5). The Commission interprets the term “qualifying measurement” as applying to the following 25 measurements and sub-measurements: 4a, 4b, 4c, 5a, 5b, 5c, 6a, 6b, 6c, 7a, 7b, 7c, 8, 9, 10a, 10b, 11a, 11b, 11c, 12a, 12b, 12c, 13a, 13b and 13c. The Commission interprets the term “qualifying sub-measurements” as applying to the 36 disaggregated sub-levels of these “qualifying measurements” that correspond to the following resale services and UNEs: UNE combinations (applicable to 4a, 5a, 6a, 7a, 10a, 11a, 12a, and 13a); resold ISDN, and ISDN UNE loop and port (applicable to 4b, 5b, 6b, 7b, 11b, 12b, and 13b); and BRI loop with test access, and DSL loops (applicable to 4c, 5c, 6c, 7c, 11c, 12c, and 13c).

measurement, then SBC/Ameritech shall calculate the voluntary payments to the U.S. Treasury for that qualifying sub-measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying sub-measurement. Per the provisions of Subparagraph (a), the provisions of this Subparagraph do not apply to any qualifying sub-measurements within a qualifying measurement for which treble voluntary payments are owed.

c. When SBC/Ameritech and the Chief of the Common Carrier Bureau jointly review the 20 measurements on a semi-annual basis in accordance with Paragraph 4, the Chief of the Common Carrier Bureau may substitute, on a one-for-one basis, the sub-measurements associated with any other existing service or UNE within measurements 4a, 4b, or 4c for the initial set of qualifying sub-measurements.⁹ During this semi-annual review, the Chief of the Common Carrier Bureau may also increase the number of qualifying sub-measurements by including, from the list of qualifying measurements, the sub-measurements associated with new services and/or UNEs as qualifying sub-measurements. The Chief of the Common Carrier Bureau may add a maximum of 3 such new services and/or UNEs over the duration of the Plan.¹⁰

11. The monthly and annual caps on the total amount of voluntary payments for which SBC/Ameritech shall be liable, as provided for in Attachment A-6, may be reduced by an amount up to \$125 million in the third year of the Plan if SBC/Ameritech completes the OSS enhancement commitments provided for in Paragraph 15(c), Paragraphs 26-28, and/or Paragraph 31 by a date that is sooner than the target dates for the OSS commitments specified in such Paragraphs, as follows:

a. The monthly and annual caps on the total amount of voluntary payments for which SBC/Ameritech shall be liable may be reduced by an amount up to \$45 million during the third 12 month period if SBC/Ameritech completes the OSS enhancement commitments provided for in Paragraph 15(c) early. If SBC/Ameritech completes Phase 3 of Paragraph 15(c) within the SBC/Ameritech Service Area in all SBC/Ameritech States except Connecticut earlier than 14 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2 beyond the 30 days allotted for reaching a written agreement with the CLECs, the annual caps shall be reduced by \$10 million if 30 days early, \$15 million if 60 days early, \$20 million if 90 days early, \$25 million if 120 days early, \$35 million if 150 days early, and \$45 million if 180 days early.

b. The monthly and annual caps on the total amount of voluntary payments for which SBC/Ameritech shall be liable may be reduced by an amount up to \$40 million during the

⁹ The Commission understands that the Chief of the Common Carrier Bureau may elect to substitute, for example, all “qualifying sub-measurements” relating to resold ISDN (*i.e.*, 4b, 5b, 6b, 7b, 11b, 12b, and 13b) with the corresponding sub-measurements relating to another resold service or UNE (such as resold DS1 service, or a new resold service which SBC/Ameritech may offer in the future).

¹⁰ The Commission understands that, by selecting 8 dB loop, DS1 Loop and Dark Fiber as such “new services and/or UNEs,” the Chief of the Common Carrier Bureau would effectively add to the “multiplier” provision of the Plan a total of 21 new qualifying sub-measurements (*i.e.*, the disaggregated sub-measurements corresponding to these UNEs under 4c, 5c, 6c, 7c, 11c, 12c, and 13c). Under this example, the Chief of the Common Carrier Bureau would be unable to add more new services and/or UNEs to the “multiplier” provision (as the limit of three would be spent), but could still substitute services and/or UNEs, as set forth in Paragraph 10c and note 9.

third 12 month period if SBC/Ameritech completes the OSS enhancement commitments provided for in Paragraphs 26-28 early. If SBC/Ameritech completes Phase 3 of Paragraph 28 within the SBC/Ameritech Service Area in all SBC/Ameritech States except Connecticut within less than 24 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2 beyond the 30 days allotted for reaching a written agreement with the CLECs, the annual caps shall be reduced by \$5 million if 30 days early, \$10 million if 60 days early, \$15 million if 90 days early, \$20 million if 120 days early, \$30 million if 150 days early, and \$40 million if 180 days early.

c. The monthly and annual caps on the total amount of voluntary payments for which SBC/Ameritech shall be liable may be reduced by an amount up to \$45 million during the third 12 month period if SBC/Ameritech completes the OSS enhancement commitments provided for in Paragraph 31 early. If SBC/Ameritech completes Phase 3 of Paragraph 31 within the SBC/Ameritech Service Area in all SBC/Ameritech States within less than 30 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2 beyond the 30 days allotted for reaching a written agreement with the CLECs, the annual caps shall be reduced by \$5 million if 30 days early, \$10 million if 60 days early, \$15 million if 90 days early, \$20 million if 120 days early, \$30 million if 150 days early, and \$40 million if 180 days early.

d. Any required reductions in the annual cap during the third 12-month period pursuant to Subparagraphs (a)-(c) above shall be prorated across all 13 SBC/Ameritech States and apportioned to monthly caps utilizing the same ratios used to develop the tables in Attachment A-6.

12. The amount of payments otherwise due each month under this Plan in a state shall be offset by the sum of (1) the amount of any payments made by SBC/Ameritech to private or public parties (including, but not limited to, CLECs, state commissions, state governments, public interest funds or groups, or other entities) each month under any state-approved local interconnection performance monitoring or performance measurement plan in that state, and (2) the amount of payments made by SBC/Ameritech related to performance measurements paid to CLECs each month in that state under the terms of an approved local interconnection agreement with SBC/Ameritech. Provided, however, that the amount of any payments made to affiliates of SBC/Ameritech shall not be used in calculating the offset.

13. Performance measurement results for each month shall be available to the Commission, state commissions and CLECs by the 20th day of the following month. If SBC/Ameritech becomes liable for voluntary payments to the U.S. Treasury, such payments shall be made 30 days after the performance measurement results become available. If such payments are made, SBC/Ameritech shall provide notice to the Commission within 5 business days after the payment is made.

14. SBC/Ameritech shall not be liable for voluntary payments to the U.S. Treasury if SBC/Ameritech's failure to provide parity or benchmark performance is caused by an Act of God, or a *force majeure* event. If SBC/Ameritech determines through "root cause analysis" that it failed to provide parity or benchmark performance for any reason listed above, SBC/Ameritech

may seek a waiver from the Chief of the Common Carrier Bureau relieving SBC/Ameritech from voluntary payments to the U.S. Treasury. SBC/Ameritech shall have the burden of proof to make the required showing, and shall have a right of appeal to the Commission. If SBC/Ameritech seeks such a waiver, SBC/Ameritech shall place the voluntary payments at issue into an interest bearing escrow account. If SBC/Ameritech fails to carry its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be remitted to the U.S. Treasury. If SBC/Ameritech carries its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be returned to SBC/Ameritech.

15. Voluntary payments made by SBC/Ameritech under the Plan shall not be reflected in the revenue requirement of an SBC/Ameritech incumbent LEC.

16. The measurements and benchmarks under the Plan bear no necessary relationship to the standard of performance that satisfies SBC/Ameritech's legal obligations in a particular state, and payments under the Plan shall not constitute an admission by SBC/Ameritech of any violation of law or noncompliance with statutory or regulatory requirements with respect to the provision of local facilities or services to SBC/Ameritech's wholesale or retail customers.

Attachment A-1a

**SBC/AMERITECH PERFORMANCE MEASUREMENTS
(EXCEPT CALIFORNIA AND NEVADA)**

**Schedule A – Performance Measurements Subject to Per Occurrence or Per Occurrence
With Cap Voluntary Payments:**

OSS

1. % FOC Received Within “X” Hours (per occurrence with cap)
2. Average Response Time For OSS Pre-Order Interfaces (per occurrence with cap)
3. Order Process Percent Flow Through (per occurrence with cap)

Provisioning

4. SBC Caused Missed Due Dates
5. Installation Trouble Reports Within “X” Days
6. Mean Installation Intervals
7. Average Delay Days For SWBT Caused Missed Due Dates
8. Average Installation Interval – DSL
9. Average Response Time For Loop Qualification Information

Maintenance

10. % Missed Repair Commitments
11. % Repeat Reports
12. Mean Time To Restore
13. Trouble Report Rate

Interconnection

14. Average Trunk Restoration Interval For Service Affecting Trunk Groups
15. % Trunk Blockage (per occurrence with cap)

Local Number Portability

16. % Pre-Mature Disconnects (Coordinated Cutovers)

Collocation

17. % Missed Collocation Due Dates

Billing

18. Billing Timeliness (per occurrence with cap)

Schedule B – Performance Measurements Subject to Per Measurement Voluntary Payments:

OSS

19. OSS Interface Availability

Interconnection

20. Common Transport Trunk Blockage

Attachment A-2a

**SBC/AMERITECH PERFORMANCE MEASUREMENT BUSINESS RULES
(EXCEPT CALIFORNIA AND NEVADA)**

OSS

1. Measurement
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests.
Definition:
Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC
Exclusions:
<ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs • SWBT only Disconnect orders • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders
Business Rules:
<p>FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include M-F, 8:00 AM to 5:30 PM, excluding, holiday and weekends. If the start/time is outside of normal business hours then the start date/time is set to 8:00 AM on the next business day. Example: If the request is received Monday through Friday between 8:00 AM to 5:30 PM; the valid start time will be Monday through Friday between 8:00 AM to 5:30 PM. If the actual request is received Monday through Thursday after 5:30 PM and before 8:00 AM next day; the valid start time will be the next business day at 8:00 AM. If the actual request is received Friday after 5:30 PM and before 8:00 AM Monday; the valid start time will be at 8:00 AM Monday. If the request is received on a Holiday (anytime); the valid start time will be the next business day at 8:00 AM. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends and when requests are received outside normal working hours. For UNE Loop and Port combinations, orders requiring N, C, and D orders, the FOC is sent back at the time the C order is distributed All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.</p>
A Mechanized Business Ordering system (MBOS) document is also required for

engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

LEX/EDI

For LEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or LEX) with the system date / time. The end date and time is recorded by the interface (LEX and EDI) and reflect the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC either by telephone, fax, or other manual methods (i.e. courier). The FAX receipt date and time is recorded and input on the SM-FID on each service order in SORD for each FOC opportunity. The end time is the actual date and time that a successful attempt to send a paper fax, is made back to the CLEC. If a CLEC does not require a paper fax the FOC information is provided over the phone. In these instances, the order distribution time is used as the FOC end date and time. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with data entries that are used in the FOC calculation.

Levels of Disaggregation:

Electronic/Electronic

- **Resale (residential and simple business combined)**
- **UNE-P (POTS loop/port combinations)**
- **UNE loop (excluding DSL loops), with or without LNP**
- **DSL capable loops (including standalone loops, line sharing and line splitting)**
- **LNP only**
- **All other**

Manual Intervention

- **Resale (residential and simple business combined)**
- **UNE-P (POTS loop/port combinations)**
- **UNE loop (excluding DSL loops), with or without LNP**
- **DSL capable loops (including standalone loops, line sharing and line splitting)**
- **LNP only**
- **All Other (Includes order types that require manual submission)**

Calculation:

Report Structure:

<p>(# FOCs returned within “x” hours ÷ total FOCs sent) * 100</p>	<p>Reported by CLEC , all CLECs and SWBT affiliate where applicable (or SWBT acting on behalf of its’ affiliate.). This includes mechanized from EDI and LEX and manual (FAX or phone orders)</p>
<p>Benchmark:</p>	
<p>Electronic – Electronic 95% within 60 minutes.</p>	
<p>Manual Intervention - 95% within the benchmark defined below:</p>	
<p>Within 5 Hours for the following service types:</p>	
<ul style="list-style-type: none"> • Mechanized Simple Res/Bus/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19) 	
<p>Within 6 Hours for the following service types:</p>	
<ul style="list-style-type: none"> • Mechanized UNE xDSL Capable Loop (1-20)/Mechanized Line Sharing (1-49) 	
<p>Within 14 Hours for the following service types:</p>	
<ul style="list-style-type: none"> • Mechanized UNE xDSL Capable Loop (> 20)/Mechanized Line Sharing (>49) 	
<p>Within 24 Hours for the following service types:</p>	
<ul style="list-style-type: none"> • Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/Manual UNE Loop(1-49)/Manual Switch Ports/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)/Manual Line Sharing (1-49) 	
<p>Within 48 Hours for the following service types:</p>	
<ul style="list-style-type: none"> • Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)/ Manual Line Sharing (>49) 	
<p>Within the Negotiated interval for the following service types:</p>	
<ul style="list-style-type: none"> • Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines)) < Negotiated with Notification of Timeframe within 24 Clock Hours 	
<p>The critical-z does not apply to this measure.</p>	
<p>Tails Test: Average for the last 5% will not exceed 20% of the benchmark. A weighted average will be used for the manual categories where there are more than one time interval. The weighted average will be compared to a weighted benchmark to determine if the tails test has been met.</p>	
<p>$\Sigma[(\text{Average} * \text{interval})(X \text{ FOCs in Tail} / \text{Total FOCs in Tail})]$ compared to $\Sigma[(X \text{ interval benchmark})(1.2)(X \text{ FOCs in Tail} / \text{Total FOCs in Tail})]$</p>	

Tails Test only applies to Tier 1 and only if SWBT has met the benchmark on the corresponding “percent within x” measurement.

2. Measurement
Average Response Time For OSS Pre-Order Interfaces
Definition:
The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate, DataGate /EDI/CORBA) by function.
Exclusions:
None.
Business Rules:
<p>The clock starts on the date/time when the request is received by SWBT and the clock stops on the date/time when the SWBT has completed the transmission of the response to the CLEC. Timestamps are taken at the DataGate and Verigate servers and do not include transmission time through the LRAF. Response time is accumulated for each major query type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by SWBT during the reporting period. The response time is measured only within the published hours of interface availability. Published hours of interface availability are documented on the CLEC web site. (SWBT will not schedule system maintenance during normal business hours (8 AM to 5:30 PM Monday through Friday). If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.</p> <p>For the protocol translation response times, start and end times are as follows: EDI input time starts at the time the CLEC successfully connects to the EDI Interactive Agent and the end time is when the connection is made to DataGate for processing. EDI output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC. CORBA input time starts at the time the message is received by the CORBA interface and the end time is when the connection is made to DataGate for processing. CORBA output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC.</p>
Levels of Disaggregation:
<ul style="list-style-type: none"> • Address Verification • Request For Telephone Number • Request For Summary Customer Service Record (CSR) <= 30 WTNs (Also broken down for Lines as required for DIDs). • Request For Summary Customer Service Record (CSR) > 30 WTNs (Also broken down for Lines as required for DIDs). • Request For Detailed Customer Service Record (CSR) • Service Availability • Service Appointment Scheduling (Due Date) • Dispatch Required

<ul style="list-style-type: none"> • PIC • Actual Loop Makeup Information requested - actual data returned • Actual Loop Makeup Information requested - design data returned • Design Loop Makeup Information requested - design data returned • Protocol translation time - EDI input messages • Protocol translation time - EDI output messages • Protocol translation time - CORBA input messages • Protocol translation time - CORBA output messages 	
Calculation:	Report Structure:
$\frac{\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]}{\div (\text{Number of Queries Submitted in Reporting Period})}$	Reported on a CLEC , all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate) for DATAGATE EDI/CORBA and VERIGATE
Benchmark:	

Benchmarks for summary CSR applies to ≤ 30 WTNs. Benchmarks for Loop Makeup Information are interim until all parties agree that sufficient data is available to set final benchmarks Critical z-value does not apply

	DataGate:	Verigate:
Address Validation	4.7sec.	4.7 sec.
Telephone number TN	4.5 sec.	4.5 sec.
Request for CSR	6.6 sec.	6.6 sec.
Service Availability	6.6 sec.	6.6 sec.
Service Appointment Scheduling Due Date	1.0 sec.	1.0 sec.
Dispatch Required	12.6 sec	12.6 sec.
PIC	19.1 sec.	19.1 sec.
Actual Loop Makeup Information Requested – Actual data returned	12.6 sec	12.6 sec.
Actual Loop Makeup Information Requested – Design data returned	23 sec	23 sec.
Design Loop Makeup Information Requested – Design data returned	10 sec	10 sec.
Protocol translation time – EDI input messages	Diagnostic	Diagnostic
Protocol translation time – EDI output messages	Diagnostic	Diagnostic
Protocol translation time – CORBA input messages	Diagnostic	Diagnostic
Protocol translation time – CORBA output messages	Diagnostic	Diagnostic

3. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SWBT ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes rejected orders • For new versions of the ordering systems which provide additional flow through capabilities, orders that have the potential to flow through in the new version, but for which CLEC utilized the older version, should be excluded from this measurement in both the numerator and denominator. 	
Business Rules:	
The number of orders that flow through SWBT's ordering systems and are distributed in SORD without manual intervention, divided by the total number of MOG Eligible orders and orders that would flow through EASE within the reporting period. Orders that fall out for manual handling, that are worked by SWBT and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EASE • LEX • EDI <p>The data reported by interface, as specified above, will be used to determine the amount of any voluntary payments under this measurement. In addition, for the LEX and EDI interface, SWBT will report its performance separately by order type (Resale POTS, UNE combinations POTS, specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other). Voluntary payments will not apply to the reports that are disaggregated by order type.</p>	
Calculation:	Report Structure:
(# of orders that flow through ÷ total MOG-eligible orders and orders that flow through EASE) * 100	Reported by individual CLEC, CLECs and SWBT and SWB affiliate.
Benchmark:	
Parity	

A. Provisioning

4a. Measurement	
Percent SWBT Caused Missed Due Dates - POTS	
Definition:	
Percent of N, T, C orders where installation was not completed by the due date as a result of a SWBT Caused Missed Due Date.	
Exclusions:	
Excludes orders that are not N, T, or C	
Business Rules:	
The Due Date is the negotiated date by the customer and the SWBT representative for service activation. For CLEC orders, the due date is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the UNE Combinations, are reported at order level. This measure includes in both the numerator and denominator the number of orders cancelled after a SWBT – caused missed due date.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service UNE Combo <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of N, T, C orders not completed by the due date or cancelled after the due date as a result of a SWBT caused missed due date ÷ total number of orders plus total cancels as a result of SWBT caused missed due dates) * 100	Reported for CLEC, all CLECs and SWBT
Benchmark:	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types). UNE Combo Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types)	

4b. Measurement	
Percent SWBT Caused Missed Due Dates – Design	
Definition:	
Percent of N, T, C orders by circuit where installations were not completed by the due date or were cancelled after the due date that were caused by SWBT.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks • Excludes orders that are not N, T, or C • Excludes customer caused misses. 	
Business Rules:	
The Due Date is the negotiated date that is returned on the FOC by SWBT for service activation. The Completion Date is the day that SWBT personnel complete the service order activity. This measure includes in both the numerator and denominator the number of orders cancelled after a SWBT – caused missed due date. The source is WFA (Work Force Administration) and data is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN-BRI, ISDN-PRI, DSL, and any other services available for resale. • UNE Loop and Port - ISDN and other combinations. 	
Calculation:	Report Structure:
(Count of circuits with missed due dates or were canceled after the due date that were caused by SWBT excluding customer caused misses ÷ total number of circuits and those that were canceled after the due date that were caused by SWBT)* 100	Reported for CLEC, all CLECs and SWBT
Benchmark:	
Parity with SWBT Retail	

4c. Measurement

Percent SWBT Caused Missed Due Dates - UNE

Definition:

Percent of UNEs (8db loops are measured at an order level) where installations are not completed by the negotiated due date.

Exclusions:

- Specials and Interconnection Trunks
- Excludes UNE Combos captured in the POTS or Specials measurements
- Exclude orders that are not N, T, or C
- Excludes customer caused misses

Business Rules:

The Due Date starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity, which stops the clock. If the completion date is after the Due Date, the order is flagged as a miss. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail. This measure includes in both the numerator and denominator the number of orders canceled after a SWBT-caused missed due date.

Levels of Disaggregation:

- UNEs contained in the UNE price schedule, and / or agreed to by the parties including INP only
- 8.0 dB Loop (with Test Access and without Test Access)
 - Field Work (FW)
 - No Field Work (NFW)
- 5.0 dB Loop (with Test Access and without Test Access)
- DSL loops
 - with line sharing
 - with no line sharing
- Broadband service product (Note: Additional disaggregations may be required as necessary in the future.)

Calculation:

Count of UNEs (8dB loops are measured at an order level) with missed due dates excluding customer caused misses ÷ total number of UNEs (total orders for 8db loops) *100

Report Structure:

Reported by CLEC and all CLECs, SWBT or affiliates.

Benchmark:

Parity:	Retail Comparison
1. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
2. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
3. 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	Parity with SWBT VGPL
4. BRI Loop with Test Access	ISDN/BRI
5. ISDN BRI Port	ISDN/BRI
6. DS1 Loop with Test Access	DS1
7. DS1 Dedicated Transport	DS1
8. Subtending Channel (23B)	DDS
9. Subtending Channel (1D)	DDS
10. Analog Trunk Port	VGPL
11. Subtending Digital Direct Combination Trunks	VGPL
12. DS3 Dedicated Transport	DS3
13. Dark Fiber	DS3
14. DSL Loops – Line Sharing	Parity with ASI (or SWBT Retail) – Benchmark
15. DSL Loops – Non-Line Sharing	5% (No Critical z-value applies)
16. INP	POTS (Res/Bus NFW)
17. Analog Line Port	VGPL
18. Broadband DSL Loops – Line Sharing	Parity with ASI (or SWBT Retail) – Benchmark
19. Broadband DSL Loops – Non-Line Sharing	5% (No Critical z-value applies)